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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

### Office Action Summary

**Application No.**

10/606,021

**Applicant(s)**

FENG ET AL.

**Examiner**

TUYETLIEN T. TRAN

**Art Unit**

2179

**Period for Reply** -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 23 April 2009.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-6, 8, 9, 11-19, 21-22, 24-36, 38-40, 42-60, 62-76, 78-95 and 97 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-6, 8-9, 11-19, 21-22, 24-36, 38-40, 42-60, 62-76, 78-95 and 97 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-848)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

#### **DETAILED ACTION**

1. This action is responsive to the following communication: Amendment filed 04/23/09.

**This action is made non-final.**

2. Claims 1-6, 8-9, 11-19, 21-22, 24-36, 38-40, 42-60, 62-76, 78-95 and 97 are pending in the case. Claims 1, 12, 25 and 63 are independent claims.

#### **Continued Examination Under 37 CFR 1.114**

3. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 04/23/09 has been entered.

#### **Claim Objections**

4. Claims 1, 12, 25 and 63 are objected to because of informalities: the term "said users can be" recited in the preamble of the claims raises the question of whether the limitation following the term "can be" is part of the claims or not. Appropriate correction is required.

#### **Claim Rejections - 35 USC § 103**

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

**6. Claims 1-6, 8, 9, 12-19, 21, 22, 25-33, 35, 36, 38-40, 42-47, 51, 52, 55-57, 63-70, 72-76, 78-82, 86, 87, 90-92 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheah (Pub. No. US 2006/0027648 A1; hereinafter Cheah) in view of Hertzog et al (Pub No US 2003/0069874 A1; hereinafter Hertzog) further in view of Desai et al. (Patent No. 6820204 B1; hereinafter Desai).**

**As to claims 1 and 12, Cheah teaches:**

In an Internet based network with a plurality of registered users (e.g., see Fig. 1), wherein each of said users can be either or both of a publisher to publish his information to others and a subscriber to subscribe shared information from others (e.g., see [0047] and [0048]), a computer readable storage medium encoded with instructions, which when loaded into a digital computational device establishes a system for sharing digital resources based on a publishing-subscribing model (e.g., see [0018] and [0118]), comprising:

means for designating a subscriber as a member of a publisher's community (e.g., subscribers that are requested to exchange cards with each other, see [0118] and Fig. 18E);

means for creating groups within said publisher's community, each of said groups being based on a predefined sharing relationship between said publisher and the community members of said group (e.g., see [0116] and [0118], [0119], Fig. 18J; wherein the user is able to

create different groups of contacts, such as Business Group, Close Friends; wherein each group has the exchange settings set based on the type of group);

at least one publisher-agent on behalf of said publisher to serve as a gateway for all of said publisher's software applications to send out announcements and process all requests from subscribers and non-subscriber users (e.g., the server machine 102 as shown in Fig. 1 and [0053], [0057]; wherein the server 102 sends out notification to the requester users and forward contact information of the requested user to the requester user);

at least one subscriber-agent on behalf of a community member of said publisher to serve as a gateway for all of said community member's software applications to process requests from said publisher and other subscribers (e.g., the server machine 102 as shown in Fig. 1 and [0053]; wherein the server machine 102 forwards the contact information of the requested user to the requester user); and

means for delivering different views of a resource to different groups based on different sharing relationships (e.g., see [0116], [0118], [0146]; wherein contact information is not equally shared with all contacts);

wherein whenever said resource is modified by said publisher any local copy of said resource accessible by any member of said publisher's community is automatically updated (e.g., see [0048], [0053], [0159] and [0127]; wherein the update content can be distributed to all of those requestor machine that previously received published information);

Cheah does not expressly teach a subscriber of said resource can modify published information in a local copy of said resource, said modified published information being overwritten by any update published by said publisher.

Hertzog, though, teaches a method and system to automate the updating of personal information within a personal information management application that allows an owning user to

publish a selected one or more of sub-sets of personal information to a plurality of groups (e.g., see [0070] and Fig. 4; note that Fig. 4 clearly shows that the disclose invention allows a publisher to publish different views of a personal information to different groups based on different sharing relationships). Hertzog further teaches a user interface that displays a publisher's information having plurality of views such as public, extended, user def. 1, all fields; wherein each of said views being associated with a different label which, when being clicked, brings said associated view to the front of screen and means for delivering different views of a resource to different groups based on different sharing relationships (e.g., see Figs. 4, 12, 14). Particularly, Hertzog teaches a subscriber of said resource can modify published information in a local copy of said resource (e.g., a user can modify and update local copy of a contact record, for example, the user that owns Joe's published information can modify Joe published information by supplementing personal information regarding Joe within his/her local database, see Fig. 5, [0079], [0080], [0089]; said modified published information being overwritten by any update published by said publisher (e.g., see [0082]; note that the modified published information now including both published fields and new added fields and that the published fields of the published information can be overwritten by any update published by the publisher, see Fig. 3, 22A, [0067]).

Accordingly, it would have been obvious to one of ordinary skill in the art at the time the invention was made to have used the feature of sharing contact information among group members as taught by Hertzog to the system for sharing contact information as taught by Cheah to allow the subscriber of the published information can be able to modify the local copy of the published information. One would be motivated to make the combination to record personal comments or information regarding the particular contact (e.g., see Hertzog [0080]).

Cheah does not teach means for defining a period of time after which a publish offer lapses. However, this limitation is taught by Hertzog, wherein Hertzog teaches means for defining a period of time after which a publish offer lapses (e.g., see [0099], [0196]; wherein an owner/publisher can pre-specify that an alternate set of personal contact information be valid and displayed for a particular period; and wherein a user may maintain different sets of personal information that are published to receiving users over predetermined, specified time periods to reflect changes in the personal circumstances of the relevant publishing user).

Accordingly, it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to have modified the system for sharing contact information of Cheah to include the feature of defining a period of time after which a publish offer lapses as taught by Hertzog to achieve the claimed invention. As suggested by Hertzog, one would be motivated to make such a combination is to provide a convenient vehicle by which a publishing user can attach a time interval to certain information over which that information will be published (e.g., see [0196]).

While Cheah discloses the feature of a subscriber user's request for sharing (e.g., see Fig. 18E) and Hertzog discloses the publisher can publish the contact information to a non-registered user (e.g., see Fig. 20 and [0155]). Cheah and Hertzog do not expressly disclose means for processing a non-subscriber user's request for sharing and means for establishing a limited sharing relationship between a subscriber user and a non-subscriber user.

In the same field of endeavor of sharing contact information, Desai teaches a system and method for information exchange including contact information (e.g., see Fig. 2 and 3:35-41). Desai teaches the feature of creating different views of a resource and delivering to different group of users including subscriber or non-subscriber users (e.g., see Figs. 2, 25 and 25:1-16; wherein customs view can be created and shared with other members and non-

members). Desai teaches means for processing a non-subscriber user's request for sharing (e.g., see 27:13-22; where non-members are prompted for the instant access code or PIN during access of the view). Desai teaches means for establishing a limited sharing relationship between a subscriber user and a non-subscriber user (e.g., see 26:1-35; where non-members has restricted access to chat groups or shared files).

Therefore, it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to have modified the system for sharing contact information of Cheah and Hertzog to include the feature of sharing selected information between registered users with non-registered users as taught by Desai to achieve the claimed invention. As suggested by Desai, one would be motivated to make such a combination is because the it is easy to use, efficient and allow for timely sharing of information with selected individuals on a granular level (e.g., see 3:21-32).

**As to claims 25 and 63, Cheah teaches:**

In an Internet based network with a plurality of registered users (e.g., see Fig. 1), wherein each of said users can be either or both of a publisher to publish his information to others and a subscriber to subscribe shared information from others (e.g., see [0047] and [0048]), a computer readable storage medium encoded with instructions, which when loaded into a digital computational device establishes a system for sharing digital resources based on a publishing-subscribing model (e.g., see [0018] and [0118]), comprising:

means for a publisher to set up an address card having multiple views, each of. said views being associated with a different label which, when being clicked brings said associated view to the front of screen (e.g., see [0093] and [0118] and Fig. 18K).



means for managing said address card (e.g., see Figs. 18J-18L) whereby said publisher designate a sharing relationship to one or more groups of subscribers (e.g., see [0116] and [0118], [0119], Fig. 18J);

means for publishing said address card to a number of selected subscribers based on different sharing relationships (e.g., see [0116], [0118], [0146]); and

means for updating local copies of said address card possessed by said subscriber (e.g., see [0048], [0159] and [0127]).

Cheah does not expressly teach a subscriber of said resource can modify published information in a local copy of said resource, said modified published information being overwritten by any update published by said publisher. And Cheah does not teach defining a period of time after which a publish offer lapses

However, the deficiencies are taught by Hertzog as set forth above in the rejections of claims 1 and 12. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teaching of Cheah with the teaching of Hertzog to meet the claimed limitations for the same reasons as set forth with respect to claims 1 and 12 above.

Hertzog further teaches wherein when said publisher chooses to publish to a recipient who is not a registered member of said Internet based network, a notification along with an image of said publisher's address card is sent to said recipient (e.g., see Fig. 20 and [0155]; wherein the publisher can publish to a non-registered user and the virtual card can be presented to the contact for acceptance; the contact is a non-registered user as shown in [0092]). Hertzog teaches the publisher can initiate an invitation process to invite the non-registered user to become a registered user; thereby providing a possibility for the non-registered user to subscribe to future modification of said publisher's address card (e.g., see [0102], [0155]).

Hertzog does not expressly teach the notification is sent via e-mail and said notification comprising a first link which enables said recipient to subscribe future modifications of said publisher's address card.

In the same field of endeavor of sharing contact information, Desai teaches a system and method for information exchange including contact information (e.g., see Fig. 2 and 3:35-41). Desai teaches the feature of creating different views of a resource and delivering to different group of users including subscriber or non-subscriber users (e.g., see Figs. 2, 25 and 25:1-16; wherein customs view can be created and shared with other members and non-members). Desai teaches when a user is not a registered user, the publisher can send a notification email (e.g., see 23:57-67; thereby the notification is sent via e-mail). Desai teaches the notification email comprising a first link which enables said recipient to subscribe future modifications of said publisher's address card (e.g., see 22: 23-43, 25:29-34; where instant access code that allows the user to access the publisher's address card).

Therefore, it would have been obvious to one of ordinary skill in the art, at the time the invention was made to have made the combination of Cheah, Hertzog and Desai to achieve the claimed invention for the same reasons as set forth in the foregoing rejection of claims 1 and 12.

**As to claims 2 and 13**, Cheah further teaches: each member of said publisher's community belongs to any of: one of said groups; more than one of said groups; and none of said groups (e.g., see [0116], [0118]).

**As to claims 3 and 14**, Cheah further teaches said sharing relationships are based on any of: a privilege to receive a copy of said resource from said publisher; a privilege to read said

resource in a central repository; and a privilege to update said resource (e.g., see [0059], [0116], [0118]).

**As to claims 4 and 15,** Cheah further teaches: means for processing any subscriber's request to join any of said groups (e.g., see Fig. 18E and [0116]) and means for terminating a subscriber or a non-subscriber user from any of said sharing relationships (e.g., see [0105]).

Hertzog further teaches:

means for announcing availability of a view or views of said resource to one or more subscribers who have not yet subscribed to access said view or views (e.g., see [0155]);

means for terminating a subscriber or a non-subscriber user from any of said sharing relationships (e.g., see Fig. 24). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 1 above.

**As to claims 5 and 16,** Desai further teaches: said means for processing a non-subscriber user's request comprises an authorization for any of: one-time sharing; ongoing sharing, reject, and ignore (e.g., see 27:13-22; where non-members are prompted for the instant access code or PIN during access of the view). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 1 above.

**As to claim 6,** Desai further teaches: means for processing a subscriber's request further comprises: means for automatically approving said subscriber's request (e.g., see 27:13-22; where non-members are prompted for the instant access code; 27:63-67; wherein non-registered user can view selected lists provided by the system). Thus, combining Hertzog,

Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 1 above.

**As to claims 8 and 21,** Cheah further teaches wherein said at least one publisher-agent automatically generates responses according to said publisher's preferences (e.g., see Fig. 1, [0053], [0057] and [0118], [0119]).

**As to claims 9 and 22,** Hertzog further teaches automatically generates responses according to said community member's preferences (e.g., see Fig. 24). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 1 above.

**As to claim 17,** Cheah further teaches keeping said a subscriber user's request as pending; rejecting said a subscriber user's request; notifying said a subscriber user the status of his request (e.g., see [0108] and Figs. 18F, 18H). Desai teaches processing a non-subscriber user's request for sharing (e.g., see 27:13-22; where non-members are prompted for the instant access code or PIN during access of the view). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 1 above.

**As to claim 18,** Cheah further teaches processing a subscriber's request comprises a step to allow said subscriber for any of: one-time sharing; and ongoing sharing (e.g., see 18E and [0105]).

**As to claim 19**, Cheah further teaches automatically approving said subscriber's request (e.g., see [0119]); notifying said subscriber the status of his request (e.g., see [0108] and Figs. 18F, 18H).

**As to claims 26 and 64**, Cheah further teaches a page for centrally entering said publisher's contact information, and wherein any of said entered contact information is automatically populated to one or more of said views (e.g., see Figs. 18A-18K). In addition, Hertzog further teaches a page for centrally entering said publisher's contact information, and wherein any of said entered contact information is automatically populated to one or more of said views (e.g., see Figs. 4, 12, 14). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 27 and 65**, Hertzog further teaches one of said views is designated as a default view (e.g., see [0078]). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 28 and 66**, Cheah further teaches each of said views can be published separately or in combination with any other one or more of said views (e.g., see Figs. 18D, 18J). In addition, Hertzog further teaches each of said views can be published separately or in combination with any other one or more of said views (e.g., see Fig. 4 and [0121]). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 29 and 67**, Cheah further teaches each of said views is based on a template containing a set of predefined fields (e.g., see Figs. 18B and 18D). In addition,

Hertzog further teaches each of said views is based on a template containing a set of predefined fields (e.g., see Figs. 12, 14). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 30 and 68,** Cheah further teaches wherein one or more of said views can be customized (e.g., see Fig. 18J). In addition, Hertzog further teaches wherein one or more of said views can be customized (e.g., see Figs. 12, 14). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 31 and 69,** Hertzog further teaches a virtual button whereby said publisher sets his preferences; and a virtual button whereby said publisher accesses help information (e.g., see Figs. 14, 15B). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claim 32,** Hertzog further teaches: a virtual button whereby said publisher sets his preferences (e.g., see Fig. 15B); a virtual button whereby said publisher accesses help information (e.g., see Fig. 14); a dropdown menu showing all categories of contacts in said publisher's address book (e.g., see Fig. 10B); a look up window for searching a subscriber by name (e.g., see Fig. 8); a virtual button for adding a new contact (e.g., see Fig. 23A); a virtual button for editing said publisher's address card (e.g., see Fig. 9B, Fig. 17); and a preview hyperlink for each view of said address card (e.g., see Fig. 9D and Fig. 14), said preview hyperlink linking to a list of subscribers selected for accepting said view (e.g., see Fig. 14). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 33 and 70**, Hertzog further teaches adding said publisher's self-expression elements into said address card (e.g., see Figs. 9D and 12). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 35 and 72**, Cheah further teaches a publisher can view any of: an accepted subscription; a rejected subscription; and a pending subscription (e.g., see [0108] and Figs. 18F, 18H).

**As to claims 36 and 73**, Hertzog further teaches publisher can un-publish to any of said subscribers (e.g., see Fig. 19). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 38 and 74**, Cheah further teaches wherein said means for publishing is any of: an e-mail; an immediate popup from an instant messaging system; an indicator in an online address book; and a popup at sign-on (e.g., see Fig. 14 and [0100]).

**As to claims 39 and 75**, Cheah further teaches wherein any of said subscribers receiving a publish offer may take any action of: rejecting said offer; accepting said offer by subscribing said publisher's address card; and accepting said offer by subscribing said publisher's address card and at the same time reciprocating with a publish of said subscriber's address card to said publisher (e.g., see Fig. 18E; note accepting a request to exchange can also means accepting an offer from a publisher).

**As to claims 40 and 76,** Hertzog further teaches wherein a recipient of a publish offer may choose from preferences to automatically subscribe any address card being offered (e.g., see Hertzog Fig. 24). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 42 and 78,** Hertzog further teaches wherein said notification comprises a second link which enables said recipient to reciprocate said publisher with contact information (e.g., see Hertzog Fig. 23A). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claim 43,** Hertzog further teaches means for displaying said address card with all data fields editable so that said publisher modifies part or all of entered contact information (e.g., see Figs. 12, 14); a virtual button, by clicking which said publisher is prompted to a confirmation screen wherein said publisher decides whether or not to update said address card in said selected subscribers based on different sharing relationships (e.g., see Figs. 17-19); and a hyperlink which takes said publisher to a screen where said publisher can reset groups, sharing relationships and views of said address card (e.g., see Figs. 17-19). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claim 79,** Hertzog further teaches modifying said address card (e.g., see Figs. 12, 14); and configuring update policies (e.g., see Figs. 17-19, 24). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.



**As to claims 44-45 and 80-81,** Hertzog further teaches wherein said publisher can choose whether a modification on said publisher's address card triggers a notification to said selected subscribers; wherein said notification comprises details of changes made to said publisher's address card (e.g., see Hertzog Figs. 22A-22B). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 46-47 and 82,** Hertzog further wherein said address card is incorporated into said publisher's address book from which said selected subscribers' e-mail addresses are extracted (e.g., see Hertzog Figs. 23A-23B), and wherein said address book comprises a virtual button, by selecting a screen name from said address book and then clicking said virtual button, said publisher is prompted to a screen of an editable address card where said publisher completes the contact information of a new contact associated with said selected screen name (e.g., see Hertzog Fig. 8). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 51 and 86,** Hertzog further teaches wherein said screen of an editable address card comprises: a drop down menu for setting a group for said new contact (e.g., a check box menus for setting a group for the new contact, see Fig. 26; the skilled artisan having common sense and common knowledge would implement the limitation of a drop down menu to save space); a save button for saving entered data (e.g., see [0021]); and a hyperlink which takes said publisher to a screen for designating which view of said publisher's address card to be shared with said new contact (e.g., see Figs. 17-19). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 52 and 87**, Hertzog further teaches said publisher can add a subscriber of said address card into said address book; or remove one or more subscribers of said address card from said address book (e.g., see Figs. 22A-22B). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 55 and 90**, Hertzog further teaches wherein said publisher may choose from preferences to automatically publish said publisher's default address card by sending a publish offer to anyone included in said publisher's address book (e.g., see Figs. 4). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 56 and 91**, Hertzog further teaches wherein information in said publisher's address card is accessible from a current subscriber's address book either online or offline (e.g., see [0051]). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**As to claims 57 and 92**, Hertzog further teaches wherein separately subscribed views of said publisher's address card are merged as a single entry in a subscriber's address book (e.g., see Figs. 4 and 9D). Thus, combining Hertzog, Cheah and Desai would meet the claimed limitations for the same reasons as discussed with respect to claim 25 above.

**7. Claims 11 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheah, Hertzog and Desai as applied to claims 1 and 12 and further in view of Hu**  
([http://news.com.com/Yahoo+adds+spam+filter+to+email,+but+will+it+work/2100-1023\\_3-](http://news.com.com/Yahoo+adds+spam+filter+to+email,+but+will+it+work/2100-1023_3-)

**233785.html, titled "Yahoo adds spam filter to email, but will it work?", published on 01/02/2002, pages 1-2; hereinafter Hu).**

**As to claims 11 and 24**, Cheah, Hertzog and Desai teach the limitations of claims 1 and 12 for the same reason as discussed above. Cheah further teaches a spam control mechanism including a password option for increased privacy and reduction in unwanted requests (e.g., spam) (e.g., see Cheah [0118]). Cheah, Hertzog and Desai do not teach that the spam control mechanism comprises: rate limiting policies; rate limiting notification to a unique receiver; restriction on number of publishes that can be made in a single transaction; and restriction on notification messages.

Hu, though, teaches a spam control mechanism that will automatically determine whether email being sent to a user is unsolicited and then take appropriate action (e.g., see Hu page 1). Although Hu does not teach how this mechanism is implemented, it would have been obvious to one of ordinary skill in the art at the time the invention was made to implement the spam control mechanism that comprises rate limiting policies; rate limiting notification to a unique receiver; restriction on number of publishes that can be made in a single transaction; and restriction on notification messages because Hu suggests to the skilled artisan that spam overburdens internet service provider's servers and that net users hate having their email in-boxes filled with unwanted email (e.g., see Hu page 1) and because spam control can be implemented in many ways (Yahoo implements one way, and Hotmail implements another way). As suggested by Cheah, the motivation for the combination is to increase privacy and reduce unwanted request (e.g., see Cheah [0118]).

**8. Claims 34, 49, 62, 71, 84, 97 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheah , Hertzog and Desai as applied to claims 32 and 63 and further in view of Tornabene (Pub. No. US 2002/0023132 A1; hereinafter Tornabene).**

**As to claims 34 and 71,** Cheah, Hertzog and Desai teach the limitations of claims 32 and 63 for the same reasons discussed above. Cheah, Hertzog and Desai do not expressly teach a parental control to prevent children from handling said address card. Tornabene teaches a method and system for sharing information among members of a group (e.g., see [0006]). Tornabene teaches a client system that includes a mechanism that allow the user to set parental control settings and the content displayed or downloaded to the client system is filtered according to the parental control settings (e.g., see [0051]). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to include the parental control mechanism as taught by Tornabene to the system and method of sharing contact information among the members of a community as taught by Cheah, Hertzog and Desai to achieve the claimed invention. As suggested by Tornabene, the motivation for the combination is to control the content displayed to children (e.g., see [0051]).

**As to claims 49 and 84,** Tornabene further teaches wherein when said publisher deletes any of said subscribers from said publisher's address book (e.g., see Tornabene [0076]). Although Cheah, Hertzog and Tornabene do not teach said deleted subscriber's subscription to said publisher's address card is terminated, it would have been obvious to one of ordinary skill in the art, at the time the invention was made and having common sense and common knowledge, would realize to include this limitation because when a publisher deletes a subscriber from the address book, any other information relating to that subscriber would be

reasonably expected to be deleted as well including those that includes subscriber's subscription to said publisher's address.

**As to claims 62 and 97**, Tornabene further teaches wherein a subscriber of said publisher's address card can choose to un-subscribe at any time (e.g., see Tornabene [0076]). Thus, combining Hertzog, Cheah and Tornabene would meet the claimed limitations for the same reasons as set forth in claim 34 above.

**9. Claims 50 and 85 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheah, Hertzog, Desai, Tornabene as applied to claims 49 and 50 and further in view of Chen et al. (Pub No US 2002/0049751 A1; hereinafter Chen).**

**As to claims 50 and 85**, Cheah, Hertzog, Desai, and Tornabene teach the limitations of claims 49 and 85 for the same reasons as discussed above. However, Cheah, Hertzog, Desai, and Tornabene do not expressly teach that when a subscriber of said publisher's address card chooses to delete said publisher's address card, said subscriber's subscription to the publisher's address card is terminated. Chen, though, teaches a method and system for managing contact information that allows any changes in the user's record or his contact's record can be seen by the other user from his contact (e.g., see Abstract); wherein when the user delete a contact from his/her contact list, the deletion completely removes a bi-directional link between the two user and other user, and the user will not be able to read any future updates in the other user's profile (e.g., see Chen [0058]).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to implement the limitation of terminating the subscriber's subscription to the publisher's address card when the subscriber chooses to delete the publisher's address card to give a user

a choice not to receive the publisher's information when the user is no longer interested in the published information to give the user/subscriber the control on what kind of information he receives.

**10. Claims 48 and 83 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheah, Hertzog, Desai as applied to claims 47 and 83 and further in view of Padwick et al (ebook titled "special edition using Microsoft Outlook 2000", published 05/12/1999, pp 1-4; hereinafter Padwick) and Slipstick (published article titled "to add addresses automatically", published 06/07/2002, pp 1-2; hereinafter Slipstick).**

**As to claims 48 and 83**, Cheah, Hertzog, Desai teach the limitations of claims 47 and 83 for the same reasons as discussed above. However, Cheah, Hertzog, Desai do not expressly teach recipient's email address is added into a publisher's address book. Padwick teaches a Microsoft Outlook function that allows a user to share contacts with other users by right-clicking a Contact item to display its context menu. Choose Forward and Outlook displays a Message from with the selected Contact item as an attachment (e.g., see Padwick page 3; note that the recipient can be any user's email including a group member or non-member).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to implement the limitation of allowing a publisher to publish to a recipient any Contact item to achieve the claimed invention. As suggested by Padwick, the motivation is for a publisher to publish the contact information to non-member of a group using email.

Cheah, Hertzog, Desai and Padwick do not teach that the recipient's e-mail address is automatically added into said publisher's address book. Slipstick, though, teaches that using the Microsoft Outlook 2000 as mentioned in Padwick's teaching, a user can automatically

saving recipient addresses to the user's address book (e.g., see Slipstick page 1). Accordingly, it would have been obvious to one of ordinary skill in the art at the time the invention was made to implement this limitation to achieve the claimed invention. The motivation for the combination is to automatically add new addresses to Contacts when a user replies or sends an email to another user to quickly and accurately save contact for later use.

**11. Claims 53, 54, 58, 59 and 88, 89, 93, 94 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheah, Hertzog, Desai as applied to claims 52 and 99 and further in view of Padwick.**

**As to claims 53 and 88,** Cheah, Hertzog, Desai teach the limitations of claims 52 and 88 for the same reasons as discussed above. Hertzog further teaches a mechanism to recruit non-users to become registered with the personal information publication system (e.g., see [0102], [0155]). However, Cheah, Hertzog, Desai do not expressly teach any registered user of said network who receives a copy of said publisher's address card in an e-mail can save said address card into said any registered user's address book by clicking an accept link embedded in said e-mail. Padwick, though, teaches this limitation on page 3 (e.g., when a recipient receives the message, that recipient drags the attached Contact item from the message onto the Contacts icon in the Outlook bar; Outlook adds the contact into the recipient's Contact folder). Thus, combining Cheah, Hertzog, Desai and Padwick would meet the claimed limitations for the same reasons as discussed with respect to claims 48 and 84 above.

**As to claims 54 and 89,** Cheah further teaches the feature of saving an address card into a registered user's address book and at the same time share his own address card with said publisher by clicking an accept and share link included in the user interface (e.g., see

Cheah 18E). Hertzog further teaches a mechanism to recruit non-users to become registered with the personal information publication system (e.g., see [0102], [0155]). Padwick further teaches a function that allows the publisher to publish his address card in an email and the receiver can then save the address card into the user's address book (e.g., see Padwick page 3). Thus, combining Cheah, Hertzog, Desai and Padwick would meet the claimed limitations for the same reasons as discussed with respect to claims 48 and 84 above.

**As to claims 58 and 93,** Cheah, Hertzog, Desai teach the limitations of claims 46 and 83 for the same reasons as discussed above. However, Cheah, Hertzog, Desai do not expressly teach that means for detecting a duplicate entry of said publisher's screen name in a subscriber's address book; wherein when said duplicate entry is detected, said subscriber can choose to overwrite said duplicate entry with said publisher's address card or keep said publisher's address card as a separate entry. Padwick, though, teaches these limitations on page 2 (e.g., see Fig. 9.18). Thus, combining Cheah, Hertzog, Desai and Padwick would meet the claimed limitations for the same reasons as discussed with respect to claims 48 and 84 above.

**As to claims 59 and 94,** Cheah, Hertzog, Desai teach the limitations of claims 46 and 83 for the same reasons as discussed above. Cheah further teaches users can exchange contact information using email mechanism (e.g., see Fig. 14 and [0100]). Hertzog further teaches a mechanism to recruit non-users to become registered with the personal information publication system (e.g., see [0102], [0155]). Padwick teaches a function that allows the publisher to publish his address card in an email and the receiver can then save the address card into the user's address book (e.g., see Padwick page 3). Although Cheah, Hertzog, Desai



and Padwick do not teach when a subscriber forwards said publisher's address card to a third party, a one-time copy of said publisher's address card is added to said third party's address book if said third party chooses to accept, it would have been obvious to one of ordinary skill in the art, at the time the invention was made and having common sense and common knowledge, would realize to include this limitation because Padwick suggests to the skilled artisan that forwarding a message is similar to replying to a message to allow a third party user (e.g., the receiver of the forwarded email) the ability to add the sent address card from the forwarder.

**12. Claims 60 and 95 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheah, Hertzog, Desai and Padwick as applied to claims 59 and 96 and further in view of Microsoft TechNet (published White Paper titled "Microsoft Office 2003 Editions Security Whitepaper", published on 4/1/2003, pages 1-2; hereinafter TechNet).**

As to claims 60 and 95, Cheah, Hertzog, Desai and Padwick teach the limitations of claims 59 and 96 for the same reasons as discussed above. However, Cheah, Hertzog, Desai and Padwick do not expressly teach that setting a parameter to prevent a receiver from forwarding the address card. TechNet, though, teaches a security feature called Information Rights Management (IRM) that can be used in Outlook 2003 to prevent email from forwarding; wherein the protected messages get encrypted before they are sent and automatically get decrypted when the intended recipient opens them (e.g., see TechNet page 2).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to implement the IRM feature as taught by TechNet to the system and method of publishing personal information to other users as taught by Cheah, Hertzog and Padwick to give the publisher the control access to his/her email content once it leaves his/her computer.

### **Response to Arguments**

13. Applicant's remarks filed 4/23/09 have been fully considered but moot in view of new ground(s) of rejection.

### **Conclusion**

The prior art made of record on form PTO-892 and not relied upon is considered pertinent to applicant's disclosure. Applicant is required under 37 C.F.R. § 1.111(c) to consider these references fully when responding to this action.

It is noted that any citation to specific, pages, columns, lines, or figures in the prior art references and any interpretation of the references should not be considered to be limiting in any way. A reference is relevant for all it contains and may be relied upon for all that it would have reasonably suggested to one having ordinary skill in the art. In re Heck, 699 F.2d 1331, 1332-33, 216 USPQ 1038, 1039 (Fed. Cir. 1983) (quoting In re Lemelson, 397 F.2d 1006, 1009, 158 USPQ 275, 277 (CCPA 1968)).

Any inquiry concerning this communication or earlier communications from the examiner should be directed to TuyetLien (Lien) T. Tran whose telephone number is 571-270-1033. The examiner can normally be reached on Mon-Friday: 7:30 - 5:00, off on alternating Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Weilun Lo can be reached on 571-272-4847. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 2179

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/T. T. T./

Examiner, Art Unit 2179

/Weilun Lo/

Supervisory Patent Examiner, Art Unit 2179